



## PERMIT AGREEMENT

FOR USE OF  
KINGS MOUNTAIN GAZEBO  
PATRIOTS PARK

This use agreement is hereby entered into by and between \_\_\_\_\_  
(Event Producer)

and the City of Kings Mountain for the rental of the Kings Mountain Gazebo. The surrounding Patriots Park is **not** part of the rental agreement, it is for public use. This agreement is based upon the following uses, conditions and requirements:

1. Purpose of use: \_\_\_\_\_  
(No "for profit" events allowed)
2. Date of use: \_\_\_\_\_
3. Time of use:           Set up: \_\_\_\_\_  
                                  Event start: \_\_\_\_\_  
                                  Event end: \_\_\_\_\_  
                                  Departure: \_\_\_\_\_
4. Estimated number of participants: \_\_\_\_\_
5. FEE SCHEDULE: *(check/money order made payable to "City of Kings Mountain")*
  - ❖ Birthday parties, small gatherings (50 or less people and 2 hours or less use) - \$50.00 user fee; \$50.00 refundable deposit.
  - ❖ Weddings and/or receptions (over 50 people and 4 hours or less use) - \$150.00 user fee; \$150.00 refundable deposit.
  - ❖ Large gatherings (over 100 people and 6 hours or less use) - \$300.00 user fee; \$300. Refundable deposit
  - ❖ Patriots Park Restrooms - \$150.00 user fee. \$150.00 refundable deposit.

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### CONDITIONS AND REQUIREMENTS:

- No multi-day events allowed.
- Deposits are non-refundable if event is cancelled one week prior to planned usage or if restrooms are damaged during event. Additional charges may be incurred. Usage is based on availability.
- ANY food service must be inspected and approved by the Cleveland County Health Board and results shared with the City of Kings Mountain prior to event start. The Event Producer must apply as a Temporary Event Coordinator (TEC) with the Cleveland County Health Department 21 days prior to the event. Temporary Food Establishment (TFE) applications from food vendors must also be submitted to the Cleveland County Health Department no less than 15 days prior to the event.
- Event will not exceed 6 hours.

### **The permitted user agrees to the responsibility of the following:**

- ❖ To leave Patriots Park and the Gazebo free from debris and trash after the completion of use, both to be in the same condition that it was prior to the beginning of the use of the area or premises.
- ❖ No adhesive tape of any kind can be used for decorations or signage at the Gazebo. Overhead eye hooks can be used, if necessary.
- ❖ Rotary Splash Pad cannot be reserved for a private function. The clock and chimes will be turned off per request of applicant.
- ❖ Tents and canopies, that need to be staked, must be approved by Special Events Director prior to set up.
- ❖ The user assumes the responsibility for any and all claims, damages or other actions arising out of the use of the facility or area permitted to be used; and further agrees to indemnify and hold the City of Kings Mountain free and harmless from any such actions or claims.
- ❖ That upon request, the user shall provide proof of coverage for insurance or bonding to cover liabilities which might result as a result of the use of the area or facility to be used
- ❖ That the use of the facility or area shall be subject to the Code of Ordinances for the City of Kings Mountain, the North Carolina General Statutes and such policies and procedures of the Special Events Department especially as to **alcoholic beverages, drugs, gambling, firearms, etc.** All events are subject to approval by the City Manager.
- ❖ Any set-up time or clean-up time will be prorated and deducted from the deposit if not paid in advance.
- ❖ **ALL FEES MUST BE PAID AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT! THE DEPOSIT MUST BE PAID AT THE TIME OF BOOKING.**

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Event Producer



# PERMIT



THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NAME OF USER: \_\_\_\_\_  
(Please print name)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CITY STATE ZIP CODE

TELEPHONE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

I have read, received and agree to comply with the Gazebo Permit rules and regulations for use of the Gazebo at Patriots Park.

\_\_\_\_\_  
Authorized representative - please print

\_\_\_\_\_  
Signature of authorized representative

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
City of Kings Mountain  
Main Street/ Special Events Dept.

RETURN TO: Haley Wilson  
City of Kings Mountain  
P. O. Box 429  
Kings Mountain, NC 28086

**FOR OFFICE USE ONLY**

\_\_\_\_\_ Gazebo is free from trash & debris  
\_\_\_\_\_ All decorations removed

DEPOSIT REFUNDED \_\_\_\_\_

DEPOSIT RETAINED \_\_\_\_\_

REASON: \_\_\_\_\_



### INDEMNITY AND HOLD HARMLESS AGREEMENT

Event Producer agrees to indemnify and hold harmless City of Kings Mountain, and their agents and employees, from and against all claims, including those arising out of strict liability, for damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising from use of facility, which is 1) from personal or bodily injury, illness or death, or from property damage, including loss of use, and 2) caused in whole or in part by Event Producer's negligent act or omission or that of a worker, or that of anyone employed by them, or participating in the event or for whose acts event holder, worker or participants may be liable. This indemnification and agreement shall apply in all instances whether City of Kings Mountain is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Name of Event Producer: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_ Signature: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_